

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address James C. Bastian, Jr. – Bar No. 175415 Melissa Davis Lowe – Bar No. 245521 SHULMAN HODGES & BASTIAN LLP 8105 Irvine Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: jbastian@shbllp.com; mlowe@shbllp.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtors and Debtors in Possession	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re: ASR CONSTRUCTORS, INC., a California corporation, <hr/> ANOTHER MERIDIAN COMPANY, LLC, a California limited liability company, <hr/> INLAND MACHINERY, INC., a ***Jointly Administered Debtor(s).	CASE NO.: 6:13-bk-25794-MH CHAPTER: 11 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 03/20/2014	Time: to be determined
Location: City of Perris, CA - See Attached	

Type of Sale: Public Private **Last date to file objections:** 03/06/2014

Description of property to be sold: Machinery and equipment including: The items to be sold include trucks, a truck tractor, a forklift, loader/backhoe, skip loader, Caterpillar motor grader, crawler tractor, excavator, telescopic boom lift, scissorlifts (including a scissorlift terrain scissorlift), portable enclosed generators, and an air compressor.

Terms and conditions of sale: Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f) See attached.

Proposed sale price: Highest bidder

*** Affects: Inland Machinery, Inc.

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): Public auction sale to the highest bidder - see attached.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

3/18/2014 at 2:00 p.m.

Courtroom 303

U.S. Bankruptcy Court

3420 Twelfth Street

Riverside, CA 92501

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

James C. Bastian, Jr. Esq. and Melissa Davis, Esq.

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Date: 02/24/2014

In re ASR Constructors, Inc.
In re Another Meridian Company, LLC
In re Inland Machinery, Inc.
Jointly Administered Under Case No. 6:13-bk-25794-MH

Attachment to Notice of Sale of Estate Property:

I. INTRODUCTION

Inland Machinery, Inc. (“Inland”), one of three affiliated companies which include ASR Constructors, Inc. a California corporation (“ASR”) and Another Meridian Company, LLC, a California limited liability company (“Meridian”), each a debtor and debtor in possession (collectively the “Debtors”), brings its Motion for an Order Authorizing the Debtor to: (1) Conduct an Auction Sale of Assets of the Estate (Machinery and Equipment) Free and Clear of Liens Pursuant to Bankruptcy Code Section 363(b) and (f); (2) Employ Auctioneer and Pay Compensation to the Auctioneer; and (3) Granting Related Relief (“Auction Motion”). In support thereof, Inland respectfully represents as follows:

By the Auction Motion, Inland respectfully requests that the Court enter an order:

- Authorizing Inland to conduct a public auction sale to the highest bidder(s) of certain assets generally described as rental machinery and equipment (collectively the “Assets”) no longer needed in the operation of the Inland’s machinery and equipment rental business. A list of the Assets to be sold at auction is included in Schedule A to the Auction Contract, a copy of which is attached hereto as **Exhibit 1 to the Declaration of Alan Regotti annexed to the Auction Motion** (“Regotti Declaration”)¹. The auction sale shall be conducted free and clear of any and all liens, encumbrances, claims and/or interests (collectively, the “Liens and Encumbrances”) impacting the Assets, with all such Liens and Encumbrances upon the sold Assets to be unconditionally released, discharged and terminated, and with any Liens and Encumbrances not resolved or satisfied through the sale to attach only to the proceeds of the transaction with the same priority, validity, force and effect as they existed with respect to the

¹ The Assets to be sold do not include all of Inland’s machinery and equipment as some of it is still being utilized by ASR in the completion of pending projects. Once pending ASR projects are completed (estimated time of six months), subject to further motion and Court order at a later date, Inland intends to sell its remaining machinery and equipment not included in the current auction sale.

1 sold Assets before the closing of the auction sale pending further Court order or agreement with
2 the parties. **The proposed auction sale is scheduled for March 20, 2014 (time to be**
3 **determined) at Auctioneer’s business premises in Perris, California.** Inland is advised that
4 its largest secured lienholders, Federal Insurance Company (“Federal”) and Berkley Regional
5 Insurance Company (“Berkley”), have no objection to the proposed auction sale, but this will be
6 confirmed prior to the hearing.

7 • Approving and authorizing Inland to enter into the Auction Contract for the
8 employment of Ritchie Bros. Auctioneers (America) Inc. (“Auctioneer”) to coordinate the
9 auction sale and authorizing payment of the Auctioneer’s compensation pursuant to the terms of
10 the Auction Contract, a copy of which is attached as **Exhibit 1 to the Regotti Declaration**
11 **Annexed to the Auction Motion.**

12 • Inland does not believe that any of the Assets to be sold are subject to lease
13 interests. However, out of an abundance of caution, in the event that it is determined that any of
14 the Assets to be sold are subject to lease interests, provided that there is equity for the Estate and
15 the lessor consents to the sale, authorizing Inland to sell such leased item(s) free and clear of the
16 leasehold interest(s).

17 • With respect to any Assets sold that are subject to secured or other interests,
18 authorizing Inland to reserve any and all rights the Estate may have under Bankruptcy Code
19 Section 506(c) to surcharge the collateral of any lienholders for the costs the Estate may have
20 incurred in the maintenance of their respective collateral as well as with the preservation and
21 liquidation of such collateral.

22 • Directing that the fourteen day stay of the order approving the Auction Motion as
23 provided by Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d), or any other
24 applicable rules, shall not apply and that absent judicial imposition of a stay of the Court order
25 approving the Auction Motion pending appeal, Inland may immediately consummate the actions
26 that are approved by such Court order.

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1 • Authorizing Inland to use the proceeds of the auction sale to make Court
2 approved disbursements to the proposed Auctioneer pursuant to the terms of the Auction
3 Contract.

4 • For such other and further relief as the Court deems just and proper under the
5 circumstances of this case.

6 The net auction proceeds estimated to be approximately \$300,000 will be held by the
7 Debtor in a segregated account subject to the liens and cash collateral agreements with Federal
8 and Berkley.

9 **II. SUMMARY OF THE AUCTION MOTION**

10 **A. Commencement of the Debtors' Bankruptcy Cases**

11 ASR filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on
12 September 20, 2013, Case No. 6:13-bk-25794-MH.

13 Meridian and Inland each filed their voluntary petitions for relief under Chapter 11 of the
14 Bankruptcy Code on October 23, 2013. Meridian is Case No. 6:13-bk-27529-MH; and Inland is
15 Case No. 6:13-bk-27532-MH.

16 The Debtors are each continuing in possession of their property, and operating and
17 managing their respective business, as debtors in possession pursuant to Bankruptcy Code
18 Sections 1107 and 1108.

19 Pursuant to Court order entered on November 1, 2013, the Debtors' Chapter 11 cases are
20 being jointly administered under the case number of ASR.

21 **B. Debtors' Background**

22 1. ASR Constructors, Inc.

23 ASR was incorporated in May 1999 and is a general contractor serving the Inland Empire
24 on mainly public works projects. Alan Regotti is ASR's President and Chief Executive Officer.
25 Since its incorporation, ASR has completed over 850 public works projects, with clients such as
26 cities, school districts, and state and federal governments. Just as a few examples, ASR was the
27 general contractor on projects including the Riverside Community College Athletic Complex, the
28 Repplier Aquatic Park in Banning, the Larry D. Smith Correctional Facility, and the Multi-

1 purpose Buildings at Cabrillo, Citrus, Foothill Knolls, Magnolia, Sycamore and Valencia
2 Elementary Schools. At its peak, ASR had over 565 employees and annual revenues of over
3 \$150 million.

4 Due to the dramatic slowdown in the economy throughout the United States that started
5 in December of 2007 and that continues to this day, ASR suffered significant cash flow problems
6 beginning around 2011. As a result, ASR was unable to meet all of its obligations and was
7 suffering financing problems.

8 In March 2013, ASR advised its bonding companies, Federal and Berkley, that it was
9 unable to meet its obligations on bonded projects and its obligations to the sureties under their
10 respective indemnity agreements and surety bonds. Because ASR was unable to complete the
11 work and perform obligations with respect to both payment and performance on the bonded
12 projects, ASR requested the sureties to take such steps necessary or appropriate to perform their
13 obligations as sureties with respect to the bonded projects in order to mitigate losses and
14 expenses. Following this voluntary notice of default, Federal took over management of the
15 projects it bonded and ASR executed assignments of its receivables to Federal. ASR is
16 providing administrative assistance to Federal with respect to its projects. Berkley has taken
17 over management of one of ASR's projects (Barstow Community College) but is in the process
18 of engaging ASR to be its completion contractor. ASR is completing one additional contract
19 where Berkley is the surety (Adelanto) under a funds control arrangement put in place pre-
20 petition Federal and Berkley have also been provided with blanket liens on ASR's accounts
21 receivables and construction projects as follows:

22 • Federal in the amount of \$1,770,817.66: UCC-1 Filing UCC-1 Filing No. 12-
23 7339143518 filed 11/28/12; Amendment No. 13-73536425 filed 3/22/13; Amendment No. 13-
24 73522998 filed 3/15/13; Amendment No. 13-73517704 filed 3/11/13 and Amendment No. 13-
25 73513989 filed 3/6/13

26 • Berkley in the amount of \$129,000.00: UCC-1 Filing No. 13-7366919227 filed
27 6/26/2013.

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1 2. Another Meridian Company, LLC

2 Meridian is in the business of real estate and owns the following real properties:

3 • Wilson Street Property consisting of a light industrial building located at: 5230
4 Wilson Street, Riverside, California with a value of approximately \$3,000,000 based on the
5 offers received and discussed below, but previously was believed to be only worth approximately
6 \$1,720,000. This property is encumbered by liens totaling \$2,869,134.96 consisting of the
7 following: Zions: \$518,213.07; Wells Fargo: \$451,104.23; Federal: \$1,770,817.66 (cross-
8 collateralized by Meridian's other real property as well as the assets of ASR and Inland) and
9 Berkley: \$129,000 (cross-collateralized by the assets of ASR and Inland). The Wilson Street
10 Property is rented by ASR on a month to month tenancy. ASR pays rent in the form of paying
11 the two loan obligations secured by the Wilson Street Property owed to Zions and Wells Fargo.
12 On October 30, 2013, Meridian filed a motion with the Court (docket number 8 on Meridian's
13 case docket) for approval of the sale of the Wilson Street Property for a purchase price of
14 \$3,150,000, which was granted at a hearing held on December 3, 2013.

15 • Two parcels of vacant land located in the city of Perris, County of Riverside, CA:
16 Parcel Nos.: 317-270-001 (10.09 acres) and 317-270-012 (9.66 acres) with a value of
17 approximately \$470,000. This property is subject to the cross-collateralized lien in favor of
18 Federal.

19 • Two parcels of vacant land located in the city of San Bernardino, County of San
20 Bernardino, CA: Parcel Nos.: 0142-042-01 (1.889 acres) and 0269-271-17 (1.3 acres) with a
21 value of \$240,000. This property is subject to the cross-collateralized lien in favor of Federal.

22 • Single family residence located at 3758 Kreuer Rd, Phelan, CA 92371: Parcel
23 No.: 3098-051-14 (5 acres) with a value of \$80,363. This property is subject to the cross-
24 collateralized lien in favor of Federal.

25 The Federal and Berkley liens (consisting of deeds of trust and UCC-1 filings) impacting
26 Meridian's assets were provided as part of agreements with Federal and Berkley to provide
27 funding for completion of ASR projects, to secure obligations owed to Federal and Berkley
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1 under indemnity agreements signed by Meridian and otherwise and to forbear from enforcement
2 of remedies available for default.

3 3. Inland Machinery, Inc.

4 Inland is in the business of machinery and equipment rental. ASR rents machinery and
5 equipment from Inland as necessary for its various construction projects.

6 Prior to the commencement of its bankruptcy case, on October 16, 2013, Inland had
7 Ritchie Bros. Auctioneers conduct an auction sale of Inland's machinery and equipment. The
8 gross sale proceeds were approximately \$368,155. After payment of the auctioneer commission
9 of 9% and the auctioneer's expenses, the net auction proceeds were approximately \$326,000. In
10 its Schedules, Inland listed the value of its remaining machinery and equipment at approximately
11 \$1,469,421.07, consisting of the following:

- 12 • Heavy Equipment: value of approximately \$588,221.64
- 13 • Vehicles: value of approximately \$355,278.93
- 14 • Iron Shop Machinery: value of approximately \$138,000
- 15 • Trailers: value of approximately \$220,538.75
- 16 • Small Equipment: value of approximately \$165,436.75
- 17 • Data Processing: value of approximately \$1,945

18 Inland's net auction proceeds from the prior auction sale and its remaining machinery
19 equipment (some of which are the subject of this Auction Motion) are subject to the cross-
20 collateralized liens of Federal and Berkley. The Federal and Berkley liens (consisting of UCC-1
21 filings) impacting Inland's assets were provided as part of agreements with Federal and Berkley
22 to provide funding for completion of ASR projects, to secure obligations owed to Federal and
23 Berkley under indemnity agreements signed by Inland and otherwise and to forbear from
24 enforcement of remedies available for default.

25 **C. Events Leading to the Chapter 11 Filings**

26 As set forth above, with the downturn in the economy, ASR suffered crippling cash flow
27 problems. ASR has also incurred significant legal fees and expenses related to the defense of
28 multiple collection lawsuits that have been filed against ASR, a few of which Meridian and

1 Inland have been named as co-defendants. However, one of the principal factors for the filing of
2 the bankruptcy cases was a \$6,655,486.47 judgment being asserted against ASR's contractors'
3 license by Gotte Electric, Inc., ("Gotte"). Specifically, ASR received a notice from the Board
4 advising that the ASR was required to submit to the Board by September 22, 2013 either (1)
5 proof that the \$6,655,486.47 judgment in favor of Gotte had been paid, or (2) proof of ASR's
6 bankruptcy filing. In addition, following entry of the judgment against ASR, Gotte filed a
7 second lawsuit that was commenced in the Riverside Superior Court, styled Gotte Electric, Inc.
8 v. ASR Constructors, Inc., Federal Insurance Company, Another Meridian, LLC and Inland
9 Machinery, Inc., Case No. RIC 1310089 ("Gotte State Court Action") seeking recovery of
10 alleged fraudulent transfers.²

11 As ASR did not have the funds to pay the disputed judgment and the second Gotte State
12 Court Action was impacting each of the Debtors, it was determined that the best way to
13 maximize everyone's recovery was for the Debtors to file their respective bankruptcy cases so
14 that (1) ASR could move forward with the completion of pending jobs and (2) Meridian and
15 Inland could move forward to conduct orderly sales of their respective assets, and (3) each of the
16 companies could wind down their affairs in an orderly fashion.

17 **D. The Marketing of Inland's Assets**

18 Inland has been investigating alternatives for maximizing the value of its assets for the
19 benefit of all of its creditors and other parties in interest.

20 Inland has contacted or has been contacted by over five (5) parties who have expressed
21 an interest in the purchase of Inland's assets. Several interested parties have met with Inland's
22 management and/or performed due diligence. Inland received approximately five (5) offers from
23 such parties. Inland received offers from these parties to either buy the assets outright or to
24 conduct an auction but most offered only bids that were too low or subject to significant
25 contingencies. Some parties also submitted bids only for the entirety of the Inland's assets and
26 not just the Assets at issue here. The outright offers were much lower than the projected auction

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28 ² ASR has removed the Gotte State Court Action to the Bankruptcy Court. The Debtors intend to explore
settlement of the Gotte State Court Action.

1 sale proceeds. When Inland considered all offers from parties to conduct an auction, Inland
2 chose the Auctioneer because Inland is comfortable with the Auctioneer in that the Auctioneer
3 has conducted successful auctions for Inland in the past and Auctioneer's proposal for
4 compensation is competitive. As such, in light of the current economic environment and
5 Inland's financial condition, Inland believes the only option available is the orderly auction sale
6 of the Assets of related to its equipment and machinery rental business.

7 Inland is no longer using the Assets to be sold. Furthermore, the Assets are located on
8 the Wilson Street Property that is currently in escrow to be sold. Inland needs to liquidate the
9 Assets as quickly as possible in order to vacate the premises prior to the close of escrow so that
10 the property can be turned over to the buyer of the Wilson Street Property. Inland will incur the
11 cost of moving the items to Auctioneer's premises in Perris, CA but the Assets must be sold as
12 soon as possible so that Inland can avoid having to incur storage costs. As there are numerous
13 separate items to be sold, many of which are large, heavy and cumbersome that would have to be
14 moved and stored, storage costs could be astronomical and would most likely outweigh any
15 benefit the Estate would achieve through the sale of the Assets at a later date.

16 As such, it appears that an auction sale of the Assets is the best way to maximize value
17 for creditors and will be more beneficial to the Estate as compared to attempting to sell each item
18 on a piecemeal basis.

19 **E. The Proposed Auction Sale of Inland's Assets**

20 The Assets which are the subject of the Auction Motion are generally described as
21 equipment and machinery used in Inland's rental business and located at the Wilson Street
22 Property. A complete list of the items to be included in the auction is included in Schedule A
23 annexed to the Auction Contract attached as **Exhibit 1 to the Regotti Declaration annexed to**
24 **the Auction Motion.** The items to be sold include trucks, a truck tractor, a forklift,
25 loader/backhoe, skip loader, Caterpillar motor grader, crawler tractor, excavator, telescopic
26 boom lift, scissorlifts (including a scissorlift terrain scissorlift), portable enclosed generators, and
27 an air compressor.
28

1 The Assets to be sold do not include all of Inland's machinery and equipment as some of
2 it is still being utilized by ASR in the completion of pending projects. Once pending ASR
3 projects are completed (estimated time of six months), subject to further motion and Court order
4 at a later date, Inland intends to sell its remaining machinery and equipment not included in the
5 current auction sale.

6 Inland does not believe that any of the Assets to be sold are subject to lease interests.
7 However, out of an abundance of caution, in the event that it is determined that any of the Assets
8 are subject to a lease interest, such leased items will only be sold if there is equity for the Estate
9 and the lessor consents to the sale.

10 Inland has been advised by the proposed Auctioneer that the auction sale may generate
11 gross proceeds between \$360,000 to \$400,000 based on the current business environment.
12 Through the competitive bidding of a public auction sale, it is anticipated that Inland will receive
13 the best and highest value for the Assets and therefore, the ultimate sale price of the Assets will
14 be fair and reasonable.

15 **F. Liens and Encumbrances Against the Assets and Their Proposed Treatment**
16 **Through the Sale**

17 The following chart sets forth and accounts for all of the recorded liens and
18 encumbrances against described in the Assets and their proposed treatment through the sale:

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<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Treatment of Lien Through the Sale</u>
Federal	UCC-1 Filing No. 12-7339143518 filed 11/28/12; Amendment No. 13-73536425 filed 3/22/13; Amendment No. 13-73522998 filed 3/15/13; Amendment No. 13-73517704 filed 3/11/13 and Amendment No. 13-73513989 filed 3/6/13	\$171,597,580 ³	Pursuant to Bankruptcy Code section 363(f)(2) this lien will be released, discharged and terminated at the close of escrow and the Assets will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any, in the same validity and priority as existed prior to the sale.
Berkley	UCC-1 Filing No. 13-7366919227 filed 6/26/2013	\$15,571,500 ⁴	Pursuant to Bankruptcy Code section 363(f)(2) this lien will be released, discharged and terminated at the close of escrow and the Assets will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any, in the same validity and priority as existed prior to the sale.

³ Claim #2 on ASR's Claims Register, Claim #3 on Meridian's Claims Register and Claim #2 on Inland's Claims Register. Each claim amount is \$171,597,580.

⁴ Claim #42 on ASR's Claims Register, Claim #5 on Meridian's Claims Register and Claim #s 4 and 5 on Inland's Claims Register. Each claim amount is \$15,571,500.

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<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Treatment of Lien Through the Sale</u>
Riverside County Treasurer and Tax Collector	Proof of claim against Inland asserting a secured claim of \$63,639.66. Tax lien recorded on 11/6/2013, document number 2013-0527072	\$63,639.66.	<p>Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Assets will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any, in the same validity and priority as existed prior to the sale.</p> <p>This lien is the subject of a bona fide dispute. The lien was recorded after the Petition Date in violation of the automatic stay under Bankruptcy Code Section 362. Inland asserts that under applicable federal bankruptcy law, the lien is invalid as any action taken in violation of the automatic stay is void as a matter of law. <u>See, In re Schwartz</u>, 951 Fed.2d, 596 (9th Cir. 1992).</p> <p>Furthermore, Inland asserts there are causes of action under Bankruptcy Code Section 549 to have the lien set aside in that it was recorded after the Petition Date the lien was not authorized by the Bankruptcy Code nor order of the Bankruptcy Court.</p>

In summary, the sale shall be conducted free and clear of any and all Liens and Encumbrances impacting the Assets, with all such Liens and Encumbrances upon the Assets to be unconditionally released, discharged and terminated, and with any Liens and Encumbrances not resolved or satisfied through the sale to attach only to the proceeds of the transaction with the same priority, validity, force and effect as they existed with respect to the sold assets before the closing of the sale pending further Court order or agreement with the impacted lienholder.

1 Inland desires to sell the Assets quickly in order stop administrative costs associated with
2 the Assets and delays that could result from having to first resolve any disputes related to secured
3 claims that may negatively impact the benefits of the sale. As such, selling the Assets pursuant
4 to Bankruptcy Code Sections 363(b)(1) and (f) free and clear of any and all liens and
5 encumbrances, with such Liens and Encumbrances not released, resolved or satisfied through the
6 auction sale to attach to the auction sale proceeds in the same validity and priority as prior to the
7 Petition Date pending agreement with the lienholder creditor or further order of the Court is
8 proper.

9 **G. Tax Consequences**

10 At this time, Inland does not know what the capital gains taxes liability will be, if any,
11 generated by the sale. In the event that there is any tax liability generated from the sale it is
12 anticipated that such taxes will be paid by the sale proceeds.

13 **H. Reservation of Rights Under Bankruptcy Code Section 506(c)**

14 Inland will reserve any and all rights the Estate may have under Bankruptcy Code Section
15 506(c) to surcharge the collateral of any lienholders for the costs the Estate may have incurred in
16 the maintenance of their respective collateral as well as with the preservation and liquidation of
17 such collateral.

18 **I. The Proposed Auction Date, Proposed Auctioneer and Proposed Auction Contract**

19 Inland proposes to liquidate the Assets by auction to the highest bidder and without any
20 minimum price on March 20, 2014 (time of day to be determined). The auction sale will be
21 conducted at the Auctioneer's business premises in Perris, California.

22 Inland requests authorization to employ Ritchie Bros. Auctioneers (America) Inc. as the
23 auctioneer to coordinate the auction sale and authorization to pay Auctioneer's compensation
24 pursuant to the terms of the Auction Contract, a true and correct copy of which is attached as
25 **Exhibit 1 to the Regotti Declaration annexed to the Auction Motion.** The principal terms of
26 the Auction Contract are as follows (Inland is referred to as the "Owner" and the Assets are
27 referred to as the "Equipment") in the following summary):
28

1 1. Sale Date: The Auctioneer shall, as agent of the Owner, offer the Equipment,
2 together with any additional items delivered by the Owner to the auction site for sale, in whole or
3 in party, pursuant to the Bankruptcy Court order to be granted, at unreserved public auction on or
4 about the 20th, day of March, 2014, at the City of Perris, in the State of California.

5 2. Payment: The Auctioneer shall make payment to the Owner within twenty-one
6 (21) days after the auction, the amount due and owing to the Owner from monies collected from
7 the sale of the Equipment after making all deductions permitted under this Contract.

8 3. Commission: The Auctioneer shall be entitled, at the time of the auction, to a
9 commission of nine percent (9%) based on the gross sale price of the Equipment or any part
10 thereof.

11 4. Other: The Auctioneer shall:

12 a. allow the Owner access to records concerning the sale of the Equipment at the
13 auction excluding the names or contact information of the buyers thereof;

14 b. supervise the preparation and organization of the auction;

15 c. provide auctioneers and accountants required for an auction of this type;

16 d. ensure on-site food catering services are available to those in attendance at the
17 auction;

18 e. provide listing catalogs of the lots offered for sale to potential buyers at the
19 auction; and.

20 f. collect and remit State and local sales tax arising upon the sale of the
21 Equipment at the auction.

22 5. Sale Site: The Auctioneer shall provide, at no cost to Owner, a suitable site for
23 conduct of the auction.

24 6. Refurbishing: The Owner shall:

25 a. paint, clean, and refurbish, prior to the auction, the Equipment to a standard
26 acceptable to the Auctioneer. Should the Auctioneer organize and pay for painting, cleaning, or
27 refurbishing any part of the Equipment, the Auctioneer shall be reimbursed for these costs plus
28

1 ten percent (10%) provided that the total cost shall not exceed Eleven Thousand five hundred
2 dollars (\$11,500.00) without authorization from Owner, and

3 b. reimburse the Auctioneer for the cost of fuel and batteries as the Auctioneer
4 deems necessary for demonstration and sale of the Equipment.

5 7. Delivery: The Owner shall deliver the Equipment, at Owner's cost, to the auction
6 site on or before the 10th day of March, 2014:

7 a. in good operating condition, free of material defects except as disclosed to the
8 Auctioneer, with adequate fuel and batteries and starting at the key;

9 b. free of hazardous materials other than normal operating fuels, oils, and
10 lubricants;

11 c. in a condition equivalent to or better than its condition when viewed by the
12 Auctioneer's representative on or about the 14th day of February, 2014; and

13 d. in compliance with all applicable EPA rules and regulations;

14 e. together with all documents evidencing the Owner's title, and/or necessary to
15 transfer title, to the Equipment, properly endorsed;

16 f. The Owner shall assign Power of Attorney to the Auctioneer for the limited
17 purpose of executing on the Owner's behalf, all documents required to transfer title to, and
18 permit registration or ownership of, any part of the Equipment by the purchaser thereof.

19 8. Searching and Title Documents: The Owner shall:

20 a. conduct searches or use other means available, as deemed necessary by the
21 Owner for the disclosure of liens and encumbrances, and include all such creditors in Bankruptcy
22 Court notices seeking authority under 11 USC § 363 to sell the the Equipment; in no case shall
23 the Owner have a duty to conduct such searches, nor be responsible for the result thereof; and

24 b. pay a document administration fee of \$65 per unit for each item of Equipment
25 requiring title or registration documents.

26 9. Risk of Loss, Insurance: The Owner shall:

27 a. be responsible for loss or damage to the Equipment, other than loss or damage
28 arising as a result of the negligence of the Auctioneer, its agents or employees, until the earliest

1 of: (i) the removal of the Equipment from the auction site by the purchaser; or (ii) receipt by
2 Owner of all proceeds from the sale of the Equipment; and

3 b. insure the Equipment, with the Auctioneer as additional insured, to its fair
4 market value against all perils so that in the event of damage to, or destruction of, the Equipment
5 or any part thereof, all insurance proceeds shall be credited to the gross proceeds of the auction
6 and payment made to the Auctioneer forthwith for all deductions permitted by this Contract; and

7 c. upon request, provide Auctioneer with a copy of the insurance certificate, or
8 other documentation evidencing the Auctioneer as an additional insured, to the satisfaction of the
9 Auctioneer.

10 10. Indemnity: The Owner shall defend, indemnify and save the Auctioneer, its
11 parents, subsidiaries and affiliates, and each of their officers, directors, shareholders, employees,
12 and agents harmless against all claims, demands, suits, actions, causes of action, damages, costs
13 or charges whatsoever arising from:

14 a. any breach of the representations, warranties or covenants set out herein;

15 b. failure by the Owner to comply with any laws relating to the Owner's right to
16 sell the Equipment;

17 c. hazardous materials associated with the Equipment or contamination resulting
18 from any leakage, spills, or malfunction of the Equipment;

19 d. deficiencies in the provision of documents required for the purpose of titling
20 or registering any part of the Equipment by any purchaser thereof;

21 e. any deficiency in compliance with applicable EPA rules or regulations;

22 f. any negligence, unlawful act, or willful misconduct of the Owner in
23 connection with this Contract; and

24 g. any infringement of a patent, copyright, trademark, agreement or similar right
25 of any third party caused by the offering for sale, advertising or sale of any part of the
26 Equipment.

27 11. No Buybacks, Unreserved Auction Sale: The Owner shall not bid, directly or
28 indirectly, nor allow any other person to bid on the Owner's behalf or for the Owner's benefit, by

1 agency or otherwise, on the Equipment or any part thereof at the auction. Owner acknowledges
2 the auction is unreserved and the Auctioneer shall have no obligation or duty to withdraw the
3 Equipment or any part thereof from the auction sale or to cancel the auction. The Equipment
4 shall be sold to the highest bidder on the date of the auction.

5 12. No Guarantee: The Owner acknowledges that there is no guarantee whatsoever as
6 to the gross proceeds to be realized from the sale of the Equipment at auction.

7 13. Other: The Owner shall:

8 a. provide, at no cost to the Auctioneer, zero (0) competent persons to assist in
9 the preparation of the auction;

10 b. comply with all legislation, regulations, or requirements of any authority of
11 competent jurisdiction relating to the sale of the Equipment;

12 c. be responsible for the payment of any tax or duty whatsoever that may legally
13 be construed as being the responsibility of the Owner;

14 d. provide the Auctioneer with the opportunity to review and comment on the
15 Bankruptcy Court orders: (i) approving the sale of the Equipment pursuant to 11 USC § 363(f),
16 and (ii) approving this Contract; and

17 e. provide the Auctioneer with copies of such Bankruptcy Court orders.

18 Attached as **Exhibit 2 to the Declaration of Zac Dalton annexed to the Auction**
19 **Motion** is a true and correct copy of the resume for the Auctioneer as well as Auctioneer's proof
20 of liability insurance in the amount of \$5,000,000. Immediately on approval of Court approval
21 of this Motion, the Auctioneer will obtain a bond for this case in the amount of \$400,000. The
22 Auctioneer has advised Inland that the total value of all pending bankruptcy auctions in which
23 the Auctioneer is involved in this District does not exceed the bond it will obtain and liability
24 insurance coverage.

25 Inland believes that the Auction Contract is fair and reasonable and that Inland should be
26 authorized to employ the Auctioneer on the terms and conditions set forth in the Auction
27 Contract. Inland is satisfied from the Dalton Declaration that the Auctioneer is a disinterested
28 person within the meaning of Bankruptcy Code Section 101(14).

1 **J. Request for Authorization to Use the Auction Sale Proceeds**

2 Through this Auction Motion, Inland further requests the Court authorize the use of the
3 proceeds of the auction sale to make Court approved disbursements to the proposed Auctioneer
4 pursuant to the terms of the Auction Contract.

5 **K. Approval of the Auction Motion Serves the Best Interests of the Estate and**
6 **Creditors**

7 Inland has made a business decision and believes that the sale of the Assets by the
8 proposed auction sale is the best available alternative for maximizing the value of the Assets for
9 the Estate and creditors. The auction sale is the most efficient and cost effective way to liquidate
10 the Assets and will allow the Estate to receive the most value for the Assets as compared to
11 attempting to sell each item on a piecemeal basis.

12 Inland has been advised by the proposed Auctioneer that the auction sale may generate
13 gross proceeds of approximately \$360,000 to \$400,000. Through the competitive bidding of a
14 public auction sale, it is anticipated that Inland will receive the best and highest value for the
15 Assets and therefore, the ultimate sale price of the Assets will be fair and reasonable.

16 In addition, the Assets are located on the Wilson Street Property which is in escrow to be
17 sold. Inland is no longer using the Assets and needs to liquidate the Assets as quickly as possible
18 in order vacate the premises prior to the close of escrow so that the property can be turned over
19 to the buyer of the Wilson Street Property. In addition, by selling the Assets by auction sale as
20 soon as possible, Inland will avoid having to incur storage costs to conduct an auction at a later
21 date.

22 Finally, approval of the auction sale must be resolved as quickly as possible so that the
23 Inland may coordinate the auction sale and afford time for the proposed Auctioneer to commence
24 advertising of the sale.

25 Thus, based on good business reasons, approval of Auction Motion would serve the best
26 interests of the Inland's Estate and its creditors.

27
28

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **8105 Irvine Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPRTY** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **February 24, 2014**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **James C Bastian** jbastian@shbllp.com *Attorney for the Debtor*
- **J Scott Bovitz** bovitz@bovitz-spitzer.com *Attorney for U.S. TelePacific Corp*
- **Peter L Duncan** peterd@psdslaw.com, theresam@psdslaw.com *Attorney for Torrey Pines Bank*
- **Jonathan J Dunn** jonathan.dunn@sedgwicklaw.com, gloria.zwibel@sedgwicklaw.com *Attorney for Federal Insurance Company*
- **Helen R Frazer** hfrazier@aalrr.com *Attorney for Federal Insurance Company*
- **Margaret E Garms** margaret@parkinsonphinney.com *Attorney for Zions First National Bank*
- **Everett L Green** everett.l.green@usdoj.gov *Office of United States Trustee*
- **Eric M Heller** eric.m.heller@ircounsel.treas.gov *Attorney for the Internal Revenue Service*
- **Marilyn Klinger** Marilyn.Klinger@sedgwicklaw.com *Attorney for Berkley Regional Insurance Company*
- **Edward D Lodgen** EDLodgen@rkmc.com *Attorney for Insurance Company of the West*
- **Melissa Davis Lowe** mdavis@shbllp.com *Attorney for ASR Constructors Inc*
- **Byron B Mauss** efilings@amlegalgroup.com *Attorney for Gotte Electric, Inc.*
- **Joshua K Partington** efilings@amlegalgroup.com *Attorney for Gotte Electric, Inc.*
- **Michael A Scherago** mscherago@landslawyers.com *NEF for Interested Party*
- **Jason K Schrader** jason.K.Schrader@usdoj.gov *Office of United States Trustee*
- **Jodi Siegner** jsiegner@deconsel.com *Attorney for Carpenters Southwest Administrative Corporation; and Board of Trustees for the Carpenters Southwest Trusts*
- **Gregory H Smith** gsmith@publiccounsel.org *Attorney for Safeco Insurance Company Of America*
- **United States Trustee (RS)** ustpregion16.rs.ecf@usdoj.gov *Office of United States Trustee*
- **David Veis** deveis@rkmc.com *Attorney for Insurance Company of The West*

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **February 24, 2014**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **February 24, 2014**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy – Via Messenger

Honorable Mark Houle, US Bankruptcy Court, 3420 Twelfth St, Bin Outside Courtroom 303, Riverside, CA 92501

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

February 24, 2014
Date

Lorre Clapp
Printed Name

/s/ Lorre Clapp
Signature

EMAIL SERVICE LIST

Potential Buyer

PPL Group LLC
Alex Mazer
Shawn Carver, Account Executive
Alex@pplgroupllc.com
shawn@pplgroupllc.com

Potential Buyer

Heritage Global Partners
Asset Advisory & Auction Services
Nick Dove, Director of Sales
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Potential Buyer

Bid It Up
Robert Shah, Director of Strategic Business Development
rshah@biditup.com

Potential Buyer

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Benjamin M. Ziff, Director
Industrial, LLC | Real Estate, LLC
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Potential Buyer

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Potential Buyer

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Potential Buyer

Machinery Network Auctions
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Potential Buyer

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U.S. MAIL SERVICE LIST

INTERESTED PARTY

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SHAREHOLDER

REGOTTI FAMILY TRUST DATED JANUARY
12, 2005
ALAN REGOTTI AND STACEY REGOTTI
TRUSTEES
1569 CAMINO CORTO
FALLBROOK, CA 92028

SHAREHOLDER

MARC W BERRY
PATTI BERRY
7546 CERRITO ROJO DRIVE
RANCHO CUCAMONGA, CA 91730

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FEDERAL INSURANCE COMPANY
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BERKLEY REGIONAL INSURANCE COMPANY
ATTN NANCY MANNO
BERKLEY SURETY GROUP INC
412 MOUNT KEMBLE AVE SUITE 310N
MORRISTOWN, NJ 07960

**SCHEDULE D - ADDITIONAL NOTICE FOR
BERKLEY REGIONAL INSURANCE
COMPANY**

BERKLEY REGIONAL INSURANCE
COMPANY
C/O RICHARD W TROPP
BENCHMARK CONSULTING SERVICES LLC
2 VENTURE SUITE 220
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**SCHEDULE D - ADDITIONAL NOTICE FOR
BERKLEY REGIONAL INSURANCE
COMPANY**

BERKLEY REGIONAL INSURANCE
COMPANY
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SEDGWICK LLP
801 S FIGUEROA STREET
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LOS ANGELES, CA 90017

SCHEDULE D

GOTTE ELECTRIC INC
ATTN STEVEN R BANGERTER ESQ
BANGERTER SHEPPARD PC
1300 CLAY ST SUITE 600
OAKLAND, CA 94612

**SCHEDULE D - ADDITIONAL NOTICE FOR
GOTTE ELECTRIC INC**

GOTTE ELECTRIC INC
C/O BYRON B MAUSS ESQ AND
JOSHUA K PARTINGTON ESQ
ASSAYAG MAUSS
2915 RED HILL AVE SUITE 200
COSTA MESA, CA 92626

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INSURANCE COMPANY OF THE WEST
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**RFSN FOR INSURANCE COMPANY OF THE
WEST**

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**SCHEDULE D - UCC NOTICE OF STATE
TAX LIEN**

EMPLOYMENT DEVELOPMENT
DEPARTMENT
BANKRUPTCY GROUP MIC 92E
PO BOX 826880
SACRAMENTO, CA 94280-0001

SCHEDULE D - ADDITIONAL NOTICE

EMPLOYMENT DEVELOPMENT
DEPARTMENT
LIEN GROUP MIC92G
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SACRAMENTO, CA 94280-0001

SCHEDULE D

1ST ENTERPRISE BANK
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SCHEDULE E

EMPLOYMENT DEVELOPMENT
DEPARTMENT
BANKRUPTCY GROUP MIC 92E
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SACRAMENTO, CA 94280-0001

SCHEDULE E

FRANCHISE TAX BOARD
ATTN BANKRUPTCY UNIT
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO, CA 95812-2952

SCHEDULE E

INTERNAL REVENUE SERVICE
ATTN BANKRUPTCY UNIT
PO BOX 7346
PHILADELPHIA, PA 19101-7346

NEF FOR INTERNAL REVENUE SERVICE

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STATE BOARD OF EQUALIZATION
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**SCHEDULE E - INLAND MACHINERY, INC.
AND SCHEDULE D ANOTHER MERIDIAN
COMPANY, LLC**

RIVERSIDE COUNTY TREASURER AND
TAX COLLECTOR
4080 LEMON STREET
1ST FLOOR
RIVERSIDE, CA 92502

**SCHEDULE D ANOTHER MERIDIAN
COMPANY, LLC**

SAN BERNARDINO COUNTY TREASURER
AND TAX COLLECTOR
172 WEST THIRD STREET
SAN BERNARDINO, CA 92415

SCHEDULE F

ADP LEMCO INC
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5970 DANNON WAY
WEST JORDAN, UT 84081-6203

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AGUA MANSA INVESTMENT PARTNERS LLC
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5230 WILSON ST
RIVERSIDE, CA 92509

SCHEDULE F

AGUA MANSA PROPERTIES INC
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AIR EXCHANGE CLEAN AIR SPEC
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AIRGAS USA LLC
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ALAN REGOTTI
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ALCORN AIRE INC
ATTN PRESIDENT OR MANAGER AGENT
325 ROBINSON
BAKERSFIELD, CA 93305

SCHEDULE F

AMAX GLASS & GLAZING INC
ATTN PRESIDENT OR MANAGER AGENT
385 S LEMON AVENUE E309
WALNUT, CA 91789

SCHEDULE F

AMERICAN EXPRESS
ATTN BANKRUPTCY UNIT
BOX 0001
LOS ANGELES, CA 90096-8000

SCHEDULE F

ANOTHER MERIDIAN COMPANY LLC
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5230 WILSON ST
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SCHEDULE F

ANTHEM BLUE CROSS OF CA
ATTN PRESIDENT OR MANAGER AGENT
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ARCHITECTURAL SIGN IDENTITY
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AUTOMATED GATE SERVICES INC
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CARPENTERS SOUTHWEST
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CDC SMALL BUSINESS FINANCE C/O
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SCHEDULE F

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SCHEDULE F

CITY OF PALM DESERT
C/O BEST BEST & KRIEGER
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15TH FLOOR
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SCHEDULE F

CITY OF VICTORVILLE
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SCHEDULE F

CITIBUSINESS CARD
ATTN BANKRUPTCY UNIT
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DES MOINES, IA 50368-8901

SCHEDULE F

CLARIDGE PRODUCTS & EQUIPMENT
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SCHEDULE F

COLLECTIVE CONTRACTING
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SCHEDULE F

COMMERCIAL FURNISHINGS INC
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SCHEDULE F

CONSTRUCTION LABORERS TRUST
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SCHEDULE F

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SCHEDULE F

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INC
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SCHEDULE F

DIAMOND ENVIRONMENTAL SERVICES
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807 E MISSION ROAD
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SCHEDULE F

DIAMOND POWER SERVICES
ATTN PRESIDENT OR MANAGER AGENT
807 E MISSION ROAD
SAN MARCOS, CA 92069

SCHEDULE F

DOCK PROS
ATTN PRESIDENT OR MANAGER AGENT
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CORONA, CA 92879

SCHEDULE F

DRGK INC
ATTN PRESIDENT OR MANAGER AGENT
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APPLE VALLEY, CA 92307

SCHEDULE F

ERIC L OESTERBLAD
C/O STEPHEN DANZ & ASSOCIATES
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SCHEDULE F

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GE CAPITAL
GENERAL ELECTRIC CAPITAL
CORPORATION
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CEDAR RAPIDS, IA 52404

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KISS ENTERPRISES INC DBA GOLDEN STATE
ROOFING
ATTN FRANK R KISS OPERATIONS
MANAGER
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CARSON, CA 90746

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HAMILTON CEILING SYSTEMS
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RIVERSIDE, CA 92501

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ATTN WESLEY DUKE, PRESIDENT
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EVERBANK COMMERCIAL FINANCE
ATTN PRESIDENT OR MANAGER AGENT
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DENVER, CO 80291-1608

SCHEDULE F

FIRST INSURANCE FUNDING CORP
ATTN PRESIDENT OR MANAGER AGENT
450 SKOKIE BLVD SUITE 1000
NORTHBROOK, IL 60062

SCHEDULE F

GMP PLUMBING INC
ATTN PRESIDENT OR MANAGER AGENT
2863 SIDEWHEEL DRIVE
BULLHEAD CITY, AZ 86429

SCHEDULE F

GENERAL GLASS INTERNATIONAL
ATTN PRESIDENT OR MANAGER AGENT
101 VENTURE WAY
SECAUCUS, NJ 07094

SCHEDULE F

GRANITE CONSTRUCTION COMPANY
ATTN PRESIDENT OR MANAGER AGENT
585 WEST BEACH STREET
WATSONVILLE, CA 95076

SCHEDULE F

HASLER
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 3808
MILFORD, CT 06460-8708

SCHEDULE F

ENGINEERED WALL SYSTEMS INC
ATTN PRESIDENT OR MANAGER AGENT
5591 WEST LEO PARK ROAD
WEST JORDAN, UT 84081

SCHEDULE F

EXPRESS PIPE & SUPPLY INC
ATTN PRESIDENT OR MANAGER AGENT
1235 SOUTH LEWIS ST
ANAHEIM, CA 92805

SCHEDULE F

GALLAGHER BASSETT SERVICES INC
ATTN PRESIDENT OR MANAGER AGENT
4TH FLOOR
TWO PIERCE PLACE
ITASCA, IL 60143-3141

SCHEDULE F

GBI ELECTRICAL
ATTN PRESIDENT OR MANAGER AGENT
551 HERITAGE PLACE
PALMDALE, CA 93550

SCHEDULE F

GLOBE TECH INC
ATTN PRESIDENT OR MANAGER AGENT
4500 CAMINTO PL
TARZANA, CA 91356

SCHEDULE F

GREENSTONE MATERIALS
ATTN PRESIDEN
1420 NANDINA AVE
PERRIS, CA 92571

SCHEDULE F

HERITAGE WIND COVERING OF AZ
ATTN PRESIDENT OR MANAGER AGENT
17461 APEX CIRCLE #3
HUNTINGTON BEACH, CA 92647

PROOF OF CLAIM ADDRESS

HERITAGE WINDOW COVERINGS INC
ATTN PRESIDENT OR MANAGER AGENT
17902 GEORGETOWN LANE
HUNTINGTON BEACH, CA 92647

SCHEDULE F

HILTI INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 382002
PITTSBURGH, PA 15250-8002

SCHEDULE F

INDUSTRIAL METAL SUPPLY CO
ATTN PRESIDENT OR MANAGER AGENT
8300 SAN FERNANDO RD
SUN VALLEY, CA 91352

SCHEDULE F

INFINITY STRUCTURES INC
C/O PYKA LENHARDT SCHNAIDER ZELL
837 N. ROSS ST.
PO BOX 1558
SANTA ANA, CA 92701-1558

SCHEDULE F

INTERNATIONAL DOOR
ATTN PRESIDENT OR MANAGER AGENT
8001 RONDA DRIVE
CANTON, MI 48187

SCHEDULE F

JOE'S LAWN MOWER SUPPLIES INC
ATTN PRESIDENT OR MANAGER AGENT
25646 E BASELINE ST
SAN BERNARDINO, CA 92410

SCHEDULE F

KENNEDY HILLS ENTERPRISES LLC
C/O MOLLIS & MOLLIS INC
CHARLES A MOLLIS ESQ
4621 TELLER
SUITE 200
NEWPORT BEACH, CA 92660

SCHEDULE F

KONE CRANES INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 641807
PITTSBURGH, PA 15264-1807

SCHEDULE F

KONE ELEVATOR
ATTN PRESIDENT OR MANAGER AGENT
11165 KNOTT AVENUE
SUITE B
CYPRESS, CA 90630

SCHEDULE F

KOPL PIPELINE SERVICES
ATTN PRESIDENT OR MANAGER AGENT
1228 DATE STREET
MONTEBELLO, CA 90640-6373

SCHEDULE F

LEGEND THEATRICAL
ATTN PRESIDENT OR MANAGER AGENT
103 E WHISPERING PINES DRIVE
SCOTTS VALLEY, CA 95066

SCHEDULE F

LESTER & CANTRELL LLP
ATTN PRESIDENT OR MANAGER AGENT
1700 IOWA AVENUE
SUITE 200
RIVERSIDE, CA 92507

SCHEDULE F

LITIGATION SUPPORT PROFESSIONAL
ATTN PRESIDENT OR MANAGER AGENT
4371 LATHAM ST SUITE 204
RIVERSIDE, CA 92501

SCHEDULE F

LOWES
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 530954
ATLANTA, GA 30353-0954

SCHEDULE F

M2 FENCING
ATTN PRESIDENT OR MANAGER AGENT
7316 TOLL DR
ROSEMEAD, CA 91770

SCHEDULE F

MACKENZIE ELECTRIC INC
ATTN PRESIDENT OR MANAGER AGENT
7933 PALM AVENUE
HIGHLAND, CA 92346

SCHEDULE F

MARC W BERRY
7546 CERRITO ROJO DRIVE
RANCHO CUCAMONGA, CA 91730

SCHEDULE F

MARIA BRADLEY
C/O PEACH & WEATHERS
788 N ARROWHEAD AVENUE
PO BOX 1467
SAN BERNARDINO, CA 92402

SCHEDULE F

MATICH CORPORATION
C/O LAW OFFICES OF J PATRICK RAGAN
1881 S. BUSINESS CENTER DRIVE
SUITE 7B
SAN BERNARDINO, CA 92408

SCHEDULE F

MCGRAWHILL CONSTRUCTION
ATTN PRESIDENT OR MANAGER AGENT
7625 COLLECTION CENTER DR
CHICAGO, IL 60693-0076

SCHEDULE F

MCKENDRY DOOR SALES
ATTN PRESIDENT OR MANAGER AGENT
12930 SUNNYSIDE PLACE
SANTA FE SPRINGS, CA 90670

SCHEDULE F

MCNICHOLS CO
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 101211
ATLANTA, GA 30792-1211

SCHEDULE F

MISSION REPROGRAPHICS
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 52893
RIVERSIDE, CA 92517

SCHEDULE F

MITA OF SO CALIF
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 9966
MORENO VALLEY, CA 92552

SCHEDULE F

MURILLOS CLEANING
ATTN PRESIDENT OR MANAGER AGENT
26450 OLD ANVIL LN
MORENO VALLEY, CA 92555

SCHEDULE F

NU ACOUSTICS
ATTN PRESIDENT OR MANAGER AGENT
3845 STOBBS WAY
RIVERSIDE, CA 92509

SCHEDULE F

PAUL DESIGN GROUP
THE PAUL COMPANY LLC
ATTN PRESIDENT OR MANAGER AGENT
915 CAMINO DEL MAR
SUITE 225
DEL MAR, CA 92014

SCHEDULE F

PERFORMANCE SYSTEMS CO
ATTN PRESIDENT OR MANAGER AGENT
14059 GARFIELD AVE SUITE B
PARAMOUNT, CA 90723

SCHEDULE F

PETES ROAD SERVICE INC
ATTN PRESIDENT OR MANAGER AGENT
2230 E ORANGETHORPE AVE
FULLERTON, CA 92831-5329

SCHEDULE F

PRESTIGE REBAR
ATTN PRESIDENT OR MANAGER AGENT
6941 MELVIN DRIVE
SAN BERNARDINO, CA 92407

SCHEDULE F

REBACK MCANDRES KJAR WARFORD
ATTN PRESIDENT OR MANAGER AGENT
1230 ROSECRANS AVENUE
SUITE 450
MANHATTAN BEACH, CA 90266

SCHEDULE F

NEFF CONSTRUCTION INC
C/O LEWIS BRISBOIS BISGAARD & SMITH
221 N. FIGUEROA ST
SUITE 1200
LOS ANGELES, CA 90012

SCHEDULE F

OJ INSULATION
ATTN PRESIDENT OR MANAGER AGENT
600 S VINCENT AVE
AZUSA, CA 91702

ADDITIONAL NOTICE

PROOF OF CLAIM ADDRESS FOR

THE PAUL COMPANY LLC

RICHARD F VOLKER
325 W WASHINGTON ST #2-337
SAN DIEGO, CA 92013

SCHEDULE F

PERRIS UNION HIGH SCHOOL
ATTN PRESIDENT OR MANAGER AGENT

SCHEDULE F

PLIC-SBD GRAND ISLAND
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 10372
DES MOINES, IA 50306-0372

SCHEDULE F

PROTECTION ONE
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 219044
KANSAS CITY, MO 64121-9044

SCHEDULE F

ROBERTSONS READY MIX LTD
C/O LAW OFFICES OF MERVYN Y
ENCARNACION
200 S MAIN ST
SUITE 200
CORONA, CA 92882

SCHEDULE F

NEWPORT BEACH - ALLIANT INSURANCE
SERVICES INC
ATTN PRESIDENT OR MANAGER AGENT
701 B ST 6TH FLOOR
SAN DIEGO, CA 92101

SCHEDULE F

PACIFIC EXTERIORS INC
ATTN PRESIDENT OR MANAGER AGENT
13911-B ENTERPRISE DRIVE
GARDEN GROVE, CA 92843

SCHEDULE F

PAULA CAMPBELL AND LUIS RUIZ
C/O CLARICE J LETIZIA
4560 AVENIDA PRIVADO
OCEANSIDE, CA 92057

SCHEDULE F

PETERSON HYDRAULICS INC
ATTN PRESIDENT OR MANAGER AGENT
1653 E EL SEGUNDO BLD
GARDENA, CA 90249

SCHEDULE F

POWERPLUS
ATTN PRESIDENT OR MANAGER AGENT
1210 N RED GUM STREET
ANAHIEM, CA 92806

SCHEDULE F

R B SHEET METAL INC
ATTN PRESIDENT OR MANAGER AGENT
1893 CAPRI AVENUE #6
MENTONE, CA 92359

SCHEDULE F

ROGERS ANDERSON MALODY & SCOTT LLP
CPA
ATTN PRESIDENT OR MANAGER AGENT
735 E CARNEGIE DRIVE
SUITE 100
SAN BERNARDINO, CA 92408

SCHEDULE F

RUBIDOUX COMMUNITY SERVICES
ATTN PRE
PO BOX 3098
RUBIDOUX, CA 92519-3098

SCHEDULE F

SAFECO INSURANCE COMPANY OF
AMERICA
C/O BOOTH MITCHEL & STRANGE
DAVID L HUGHES ESQ
GREGORY H SMITH ESQ
701 S PARKER ST
SUITE 6500
ORANGE, CA 92868-4733

SCHEDULE F

SAN BERNARDINO CITY UNIFIED SCHOOL
DISTRICT
C/O LAW OFFICES OF S HENSLEE SMITH
1578 N BATAVIA ST
ORANGE, CA 92867-3507

SCHEDULE F

SADDLEBACK CONSTRUCTION SPEC
ATTN PRESIDENT OR MANAGER AGENT
1630 E SAINT GERTRUDE PLACE
SANTA ANA, CA 92705

SCHEDULE F

SCOUTLITE CORPORATION
ATTN JEFF SHANNON, PRESIDENT
1442 S GAGE ST
SAN BERNARDINO, CA 92408

SCHEDULE F

SERBAN'S SOUND
ATTN PRESIDENT OR MANAGER AGENT
312 KENTUCKY STREET
BAKERSFIELD, CA 93305-4201

SCHEDULE F

SHELL
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 689010
DES MOINES, IA 50368-9010

SCHEDULE F

SIMS WELDING SUPPLY
ATTN PRESIDENT OR MANAGER AGENT
15444 SLOVER AVENUE
FONTANA, CA 92337

SCHEDULE F

SMALLEY & COMPANY
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 910217
DENVER, CO 80291-0217

SCHEDULE F

SMOKEY MOUNTAIN INSURANCE COMPANY
INC
ATTN PRESIDENT OR MANAGER AGENT
5230 WILSON ST
RIVERSIDE, CA 92509

SCHEDULE F

SO CAL INDUSTRIES
ATTN PRESIDENT OR MANAGER AGENT
163 SIXTH AVE
CITY OF INDUSTRY, CA 91746

SCHEDULE F

SOUTH COAST ROOF
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 7305
ORANGE, CA 92863-7305

SCHEDULE F

SPARKLETTS
ATTN PRESIDENT OR MANAGER AGENT
PO BO X660579
DALLAS, TX 75266-0579

SCHEDULE F

SUNLAND FIRE PROTECTION
ATTN PRESIDENT OR MANAGER AGENT
10120 MC CLEMONT AVE
TUJUNGA, CA 91402

SCHEDULE F

SUPERIOR DOOR SYSTEMS
ATTN PRESIDENT OR MANAGER AGENT
8059 WING AVE
EL CAJON, CA 92020

SCHEDULE F

STANLEY SECURITY SYSTEMS
ATTN PRESIDENT OR MANAGER AGENT
21803 CACTUS AVE STE A
MARCH ARB, CA 92518-3022

SCHEDULE F

STAPLES BUSINESS ADVANTAGE
ATTN PRESIDENT OR MANAGER AGENT
DEPT LA 1368
PO BOX 83689
CHICAGO, IL 60696-3689

SCHEDULE F

STONE VALLEY MATERIALS
ATTN PRESIDENT OR MANAGER AGENT
600 UNIVERSITY ST
SUITE 2328
SEATTLE, WA 98101

SCHEDULE F

STREAMLINE PAINTING INC
ATTN PRESIDENT OR MANAGER AGENT
9726 SUNNYBROOK DRIVE
MORENO VALLEY, CA 92557

SCHEDULE F

THE HARTFORD
ATTN PRESIDENT OR MANAGER AGENT
BANKRUPTCY UNIT, T-1-55
HARTFORD PLAZA
HARTFORD, CT 06115

SCHEDULE F

THYSSENKRUPP ELEVATOR
ATTN PRESIDENT OR MANAGER AGENT
ATTN LAURIE - ACCOUNTS RECEIVABLE
2021 130TH NE
SUITE A
BELLEVUE, WA 98005

SCHEDULE F

TN SHEET METAL INC
ATTN PRESIDENT OR MANAGER AGENT
18385 BANDILER CIRCLE
FOUNTAIN VALLEY, CA 92708

SCHEDULE F

TITUS IMAGING INC
ATTN PRESIDENT OR MANAGER AGENT
4355 E AIRPORT DR
SUITE 106
ONTARIO, CA 91761

PROOF OF CLAIM ADDRESS

TORREY PINES BANK
ATTN HIL CONTRERAS
12220 EL CAMINO REAL, SUITE 100
SAN DIEGO, CA 92130

SCHEDULE F

TOTTEN TUBES INC
ATTN PRESIDENT OR MANAGER AGENT
500 DANLEE STREET
AZUSA, CA 91702

SCHEDULE F

TRILOGY CONTRACTORS INC
ATTN PRESIDENT OR MANAGER AGENT
425 W RIDER
SUITE C-4
PERRIS, CA 92571

SCHEDULE F

TRUE LINE
ATTN PRESIDENT OR MANAGER AGENT
1651 MARKET STREET #B
CORONA, CA 92880

SCHEDULE F

VALENCIA SHEET METAL
ATTN PRESIDENT OR MANAGER AGENT
10576 ILEX AVENUE
PACOIMA, CA 91331

SCHEDULE F

UPS - UNITED PARCEL SERVICE
C/O RECEIVABLE MANAGEMENT SERVICES
(RMS)
PO BOX 4396
TIMONIUM, MD 21094

SCHEDULE F

USA SHADE & FABRIC STRUCTURES
ATTN PRESIDENT OR MANAGER AGENT
8505 CHANCELLOR ROW
DALLAS, TX 75347

SCHEDULE F

VECTOR RESOURCES ENTERPRISE
ATTN PRESIDENT OR MANAGER AGENT
8647 NINTH STREET
RANCHO CUCAMONGA, CA 91730

SCHEDULE F

VERIZON
ATTN BANKRUPTCY UNIT
PO BOX 920041
DALLAS, TX 75392-0041

SCHEDULE F

WALL PANEL SYSTEMS INC
ATTN PRESIDENT OR MANAGER AGENT
421 BUSINESS CENTER COURT
REDLANDS, CA 92509

SCHEDULE F

WATERPARK CONSTRUCTION INC
ATTN PRESIDENT OR MANAGER AGENT
3050 HOLME AVE
PHILADELPHIA, PA 19136

SCHEDULE F

WATERPROOFING EXPERTS INC
ATTN PRESIDENT OR MANAGER AGENT
7736 DEERING AVENUE
CANOGA PARK, CA 91304

SCHEDULE F

WATERWORKS INDUSTRIES INC
ATTN PRESIDENT OR MANAGER AGENT
930 SHILOH RD, BLDG 38, SUITE D
WINDSOR, CA 95492

**SCHEDULE F - ATTORNEY FOR
WATERWORKS INDUSTRIES, INC.**

WATERWORKS INDUSTRIES INC
C/O LAW OFFICE OF ERIC J PHILLIPS
4115 BLACKHAWK PLAZA CIRCLE
SUITE 100
DANVILLE, CA 94506

SCHEDULE F

WESCO DISTRIBUTION INC
C/O POINTDEXTER & DOUTRE
624 S GRAND AVENUE
SUITE 2420
LOS ANGELES, CA 90017

SCHEDULE F

WESTMARK PRODUCTS INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 44040
TACOMA, WA 98448

SCHEDULE F

YOUNGER & ASSOCIATES
ATTN PRESIDENT OR MANAGER AGENT
10681 FOOTHILL BLVD SUITE 280
RANCHO CUCAMONGA, CA 91730

SCHEDULE F

ZEP SALES & SERVICE
ATTN PRESIDENT OR MANAGER AGENT
FILE 50188
LOS ANGELES, CA 90074-0188

SCHEDULE F

ZIONS FIRST NATIONAL BANK
ATTN PRESIDENT OR MANAGER AGENT
1 S MAIN STREET
SUITE 14TH FLOOR
SALT LAKE CITY, UT 84133-1109

SCHEDULE F

ZIONS FIRST NATIONAL BANK
ATTN PRESIDENT OR MANAGER AGENT
NATIONAL REAL ESTATE DEPARTMENT
PO BOX 26304
SALT LAKE CITY, UT 84126

SCHEDULE F

DAN SAWYER
73331 PINEVALLEY DRIVE
THOUSAND PALMS, CA 92276

ATTORNEY FOR DAN SAWYER

DAN SAWYER C/O
D MICHAEL CARUTHERS ESQ
LAW OFFICES OF D MICHAEL CARUTHERS
431 SOUTH PALM CANYON DRIVE
SUITE 204
PALM SPRINGS, CA 92262

**ATTORNEY FOR TRAVELERS INDEMNITY
COMPANY OF CT**

HEATHER L HIRSCH ESQ
SANDRA QUEZADA ESQ
ATTN PRESIDENT OR MANAGER AGENT
RE CLAIM #152 CB ELW2255A
PO BOX 6610
DIAMOND BAR, CA 91765

SCHEDULE F

TRAVELERS INSURANCE
ATTN ARMIN DELARMENTE
PO BOX 6510
DIAMOND BAR, CA 91765-8519

SCHEDULE F

MED LEGAL PHOTOCOPY COVINA
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 1288
WEST COVINA, CA 91793

SCHEDULE F

ARS LEGAL
ATTN PRESIDENT OR MANAGER AGENT
13926 WHITTIER BLVD
WHITTIER, CA 90605

SCHEDULE F

GALLAGHER BASSETT
ATTN PRESIDENT OR MANAGER AGENT
RE POLICY #003WK05021
PO BOX 4040
SACRAMENTO, CA 95812-4040

SCHEDULE F

SPARTA INSURANCE
ATTN PRESIDENT OR MANAGER AGENT
185 ASYLUM STREET
HARTFORD, CT 06103

SCHEDULE F

APPALACHIAN UNDERWRITERS
WORKERS COMP CLAIMS DIVISION
800 OAK RIDGE TURNPIKE SUITE A-1000
OAK RIDGE, TN 37830

PROOF OF CLAIM FILED

OLD REPUBLIC CONSTRUCTION PROGRAM
GROUP
C/O CRFSOLUTIONS
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 1389
SIMI VALLEY, CA 93062

SCHEDULE F

APPLE VALLEY COMMUNICATIONS INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 787
APPLE VALLEY, CA 92307

PROOF OF CLAIM FILED

BORRMANN METAL CENTER
ROBERT PERSSON, PRESIDENT
110 W OLIVE AVE
BURBANK, CA 91502

NOTICE PURPOSES

CASTON INC
ATTN PRESIDENT OR MANAGER AGENT
354 S ALLEN STREET
SAN BERNARDINO, CA 92408

ATTORNEYS FOR CASTON, INC.

RANDALL J PITRE ESQ
PATRICIA A TEUNISSE
PITRE & TEUNISSE, INC.
921 W CIENEGA AVE
SAN DIMAS, CA 91773-0186

**NOTICE FOR DINERS CLUB NORTH
AMERICA**

BMO FINANCIAL GROUP
STEPHANIE DEPAOLA-NG ACCOUNT
MANAGER
2465 ARGENTIA ROAD
7TH FLOOR - DINERS CLUB AMU
MISSISSAUGA, ON L5N 0B4

**PROOF OF CLAIM FILED/ATTORNEYS FOR
BMO HARRIS BANK NA (DINERS CLUB
NORTH AMERICA)**

BMO HARRIS BANK NA
C/OBECKET AND LEE LLP
POB 3001
MALVERN, PA 19355-0701

PROOF OF CLAIM FILED

RDO EQUIPMENT CO
ATTN D HOVEN
PO BOX 7160
FARGO, ND 58106

PROOF OF CLAIM FILED

ACE AMERICAN INSURANCE COMPANY
C/O SAVERIO M ROCCA, ESQ
ACE GROUP - 436 WALNUT STREET, WA04K
PHILADELPHIA, CA 19106

RETURNED MAIL

RETURNED 10/21/13; MOVED, LEFT NO ADDRESS; UNABLE TO FORWARD SCHEDULE F

REAL GOODS SOLAR INC
ATTN PRESIDENT OR MANAGER AGENT
DEPT 2247
DENVER, CO 80291

RETURNED 10/2/2013, SEE ADDRESS FOR STEVEN R BANGERTER FROM CA SECRETARY OF STATE SCHEDULE D

GOTTE ELECTRIC INC
ATTN PRESIDENT OR MANAGER AGENT
27525 ENTERPRISE CIRCLE WEST
SUITE 101-A
TEMECULA, CA 92590

RETURNED 10/7/2013, SEE NEW ADDRESS FROM CA SECRETARY OF STATE SCHEDULE D - ADDITIONAL NOTICE FOR GOTTE ELECTRIC INC

GOTTE ELECTRIC INC
C/O STEVEN R BANGERTER ESQ
BANGERTER SHEPPARD PC
3655 TORRANCE BLVD
THIRD FLOOR
TORRANCE, CA 90503

RETURNED 10/18/2013, UNDELIVERABLE; SEE ADDRESS FOR COUNSEL FOR WATERWORKS INDUSTRIES INC SCHEDULE F

WATERWORKS INDUSTRIES INC
ATTN PRESIDENT OR MANAGER AGENT
8733 LAKEWOOD DRIVE
SUITE 205
WINDSOR, CA 95492

SEE NEW ADDRESS PER POSTAL SERVICE FORWARDING SCHEDULE F

PROTECTION ONE
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 5714
CAROL STREAM, IL 60197-5714

SEE UPDATED ADDRESS PER TELEPHONE CALL 10/23/2013 SCHEDULE D - ADDITIONAL NOTICE FOR BERKLEY REGIONAL INSURANCE COMPANY

BERKLEY REGIONAL INSURANCE COMPANY
C/O RICHARD W TROPP
BENCHMARK CONSULTING SERVICES LLC
2 VENTURE SUITE 200
IRVINE, CA 92618

SEE UPDATED SUITE # PER TELEPHONE CALL 11/4/2013 SCHEDULE F

ZIONS FIRST NATIONAL BANK
ATTN PRESIDENT OR MANAGER AGENT
1 S MAIN STREET
SUITE 700
SALT LAKE CITY, UT 84133-1109

LETTERS RECEIVED 11/8/2013 AND 11/21/2013, WILL NOT ACCEPT SERVICE ON BEHALF SPARTA INSURANCE COMPANY WHICH WITHDREW TO DO BUSINESS IN CA ON 3/23/2009 SCHEDULE F

NANCY FLORES, AGENT FOR SERVICE RE
SPARTA INSURANCE
C/O CT CORPORATION SYSTEM
818 WEST SEVENTH STREET
LOS ANGELES, CA 90017

RETURNED 11/6/2013, UNDELIVERABLE SCHEDULE F

SOUTH WEST INSURANCE GROUP INC
KURT BARSOTTI
5500 EAST ATHERTON STREET SUITE 404
LONG BEACH, CA 90815-4023

RETURNED 11/7/2013, UNDELIVERABLE SCHEDULE F

SOUTH WEST INSURANCE GROUP INC
ATTN PRESIDENT OR MANAGER AGENT
4067 HARDWICK
LAKEWOOD, CA 90712

RETURNED 11/6/2013, UNDELIVERABLE SCHEDULE F

SOUTH WEST INSURANCE GROUP INC
ATTN PRESIDENT OR MANAGER AGENT
5005 EAST ATHERTON SUITE 404
LONG BEACH, CA 90815

RETURNED 11/6/2013, UNDELIVERABLE SCHEDULE F

THE OFFICES OF MONTGOMERY & MEYERS PA
ATTN PRESIDENT OR MANAGER AGENT
2029 CENTURY PARK EAST #1400
LOS ANGELES, CA 90067

RETURNED 11/7/2013, UNDELIVERABLE SCHEDULE F

THE OFFICES OF MONTGOMERY & MEYERS PA
ATTN PRESIDENT OR MANAGER AGENT
501 W BROADWAY
SAN DIEGO, CA 92101

**SEE PROOF OF CLAIM ADDRESS
SCHEDULE F**

UPS - UNITED PARCEL SERVICE
ATTN BANKRUPTCY UNIT
PO BOX 894820
LOS ANGELES, CA 90189-4820

**RETURNED 12/26/2013/ 12/6/2013; SEE
ADDRESS FROM TELEPHONE CALL**

12/26/2013
SCHEDULE F
THYSSENKRUPP ELEVATOR
ATTN PRESIDENT OR MANAGER AGENT
11040 MAIN STREET
SUITE 280
BELLEVUE, WA 98006

**RETURNED 11/18/2013, SEE POSSIBLE NEW
ADDRESS**

SCHEDULE F
THE HARTFORD
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 2907
HARTFORD, CT 06104-2907

**RETURNED 12/23/2013, SEE POSSIBLE NEW
ADDRESS FROM THE INTERNET**

SCHEDULE F
WATERPARK CONSTRUCTION INC
ATTN PRESIDENT OR MANAGER AGENT
1950 STREET RAOD #319
BENSALEM, PA 19020

**RETURNED 12/13/2013, SEE POSSIBLE NEW
ADDRESS FROM THE INTERNET**

SCHEDULE F
GRANITE CONSTRUCTION COMPANY
ATTN PRESIDENT OR MANAGER AGENT
FILE 73523
PO BOX 60000
SAN FRANCISCO, CA 94160-3523

**RETURNED 12/13/2013, SEE POSSIBLE NEW
ADDRESS FROM THE CA SECRETARY OF**

STATE
SCHEDULE F
GLOBE TECH INC
ATTN PRESIDENT OR MANAGER AGENT
17309 VANOWEN ST
LAKE BALBOA, CA 91406

**RETURNED 12/19/2013, SEE POSSIBLE NEW
ADDRESS FROM THE CA SECRETARY OF**

STATE
SCHEDULE F
SCOUTLITE CORPORATION
ATTN PRESIDENT OR MANAGER AGENT
1091 7TH ST
UNIT C
CALIMESA, CA 92320

**RETURNED 12/30/2013, UNDELIVERABLE;
SEE POSSIBLE NEW ADDRESS FROM THE**

CA SECRETARY OF STATE
SCHEDULE F
MCKENDRY DOOR SALES
ATTN PRESIDENT OR MANAGER AGENT
16026 CARMENITA ROAD
CERRITOS, CA 90703

**RETURNED 1/6/2014, 1/27/2014,
UNDELIVERABLE, FORWARDING**

EXPIRED
SCHEDULE F
AETNA
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 6040
ARTESIA, CA 90702

**RETURNED 1/8/2014, AND 1/17/2014, SEE
NEW ADDRESS**

SCHEDULE F
STANLEY SECURITY SYSTEMS
ATTN PRESIDENT OR MANAGER AGENT
783 PALMYRITA AVENUE
UNIT E
RIVERSIDE, CA 92507

**SEE NEW ADDRESS PER LETTER
RECEIVED 1/13/2014**

SCHEDULE F
AUTOMATED GATE SERVICES INC
C/O BEARD HOBBS ATTORNEY AT LAW
7844 LA MESA BLVD
LA MESA, CA 91941

**SERVICE FOR U.S. TELEPACIFIC CORP TO
BE SENT TO ATTORNEY JOHN BOVITZ**

PER EMAIL 1/15/2014
SCHEDULE F
TELEPACIFIC COMMUNICATIONS
ATTN PRESIDENT OR MANAGER AGENT
515 S FLOWER ST
47TH FLOOR
LOS ANGELES, CA 90071-2201

**SEE PROOF OF CLAIM ADDRESS
SCHEDULE F**

PETERSON HYDRAULICS INC
ATTN PRESIDENT OR MANAGER AGENT
1653 E EL SEGUNDO BLD
GARDENA, CA 90249

**SERVICE FOR U.S. TELEPACIFIC CORP TO
BE SENT TO ATTORNEY JOHN BOVITZ**

PER EMAIL 1/15/2014
SCHEDULE F
U.S. TELEPACIFIC CORP
OFFICE OF GENERAL COUNSEL
515 S FLOWER ST
47TH FLOOR
LOS ANGELES, CA 90071-2201

**SEE PROOF OF CLAIM ADDRESS
SCHEDULE F**

APPLE VALLEY COMMUNICATIONS INC
LARRY CUSACK AGENT FOR SERVICE
21845 US HIGHWAY 18
APPLE VALLEY, CA 92307

**SCHEDULE F - ADDITIONAL NOTICE FOR
APPLE VALLEY COMMUNICATIONS INC**

THE OFFICES OF MONTGOMERY &
MEYERS PA
ATTN LEGALZOOM.COM, INC., AGENT FOR
SERVICE OF PROCESS
100 WEST BROADWAY SUITE 100
GLENDALE, CA 91210

**SEE PROOF OF CLAIM ADDRESS
SCHEDULE F**

GE CAPITAL
GENERAL ELECTRIC CAPITAL
CORPORATION
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 310010273
PASADENA, CA 91110-0273

**SEE PROOF OF CLAIM ADDRESS
SCHEDULE F**

FIRST INSURANCE FUNDING CORP
ATTN PRESIDENT OR MANAGER AGENT
450 SKOKIE BLVD SUITE 1000
PO BOX 3306
NORTHBROOK, IL 60065-3306

SEE PROOF OF CLAIM ADDRESS

SCHEDULE F

DE LAGE LANDEN FINANCIAL SERVICES INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 41602
PHILADELPHIA, PA 19101-1602